

1 **GUTRIDE SAFIER LLP**  
2 ADAM J. GUTRIDE (State Bar No. 181446)  
3 SETH A. SAFIER (State Bar No. 197427)  
4 KRISTEN G. SIMPLICIO (State Bar No. 263291)  
5 100 Pine Street, Suite 1250  
6 San Francisco, California 94111  
7 Telephone: (415) 639-9090  
8 Facsimile: (415) 449-6469

9  
10 **TYCKO & ZAVAREEI LLP**  
11 HASSAN A. ZAVAREEI (State Bar No. 181547)  
12 JEFFREY D. KALIEL (State Bar No. 238293)  
13 ANDREW J. SILVER (*pro hac vice*)  
14 1828 L Street, N.W., Suite 1000  
15 Washington, DC 20036  
16 Telephone: (202) 973-0900  
17 Facsimile: (202) 973-0950

18  
19 *Attorneys for Plaintiff Scott Koller*

20  
21  
22  
23  
24  
25  
26  
27  
28  
UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

14 SCOTT KOLLER, et al., on behalf of  
15 themselves, the general public and those  
16 similarly situated,

17 Plaintiffs,

18 v.  
19 MED FOODS, INC., AND DEOLEO USA,  
20 INC.

21 Defendants.

22 CASE NO. 14-cv-2400 (RS)

23  
24  
25  
26  
27  
28  
**DECLARATION OF ADAM J. GUTRIDE  
IN SUPPORT OF PLAINTIFFS'  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Date: August 9, 2018  
Time: 1:30 p.m.  
Courtroom 3, 17th Floor  
Judge: Hon. Richard Seeborg

1 I, Adam Gutride, declare as follows:

2 1. I am a member of this Court and attorney of record for Plaintiff Rohini Kumar in this  
3 action.

4 2. I am a partner in Gutride Safier LLP (“GSLLP” or “Firm”), which has been  
5 appointed Class Counsel in the above-captioned matter. The information below is stated based on  
6 personal knowledge. I am competent to testify to the facts set forth below, and if called as a witness  
7 and placed under oath, I would testify to those facts.

8 3. I make this Declaration in support of Plaintiffs’ motion for final approval and  
9 attorneys’ fees and costs and incentive awards (“Motion”). In that regard, I discuss, in the following  
10 order: (a) the history of this litigation, which includes a summary description of the legal services  
11 provided by GSLLP in this litigation to date; (b) the risks borne by GSLLP; (c) the time, rate,  
12 expenses, and other data underlying the Motion; and (d) GSLLP’s continuing obligations in this  
13 litigation and under the Settlement Agreement.

14 **A. History of the Litigation.**

15 4. On May 23, 2014, Plaintiff filed a complaint against Defendant in the above-  
16 captioned case, in which Plaintiff alleged that Defendant had deceptively marketed and sold its  
17 Bertolli brand of olive oil with the representation “Imported from Italy” on the front label, although  
18 the back label stated that most of the oil was extracted in countries other than Italy from olives  
19 grown in those other countries. Plaintiff also alleged that the “extra virgin” Bertolli olive oil  
20 products were not in fact likely to be extra virgin at the point of sale and/or through the best by date,  
21 due to Defendants’ failure to take appropriate steps to ensure the oil it was selling came from fresh  
22 olives and was adequately protected from light and heat during shipping, storage, and sale. Plaintiff  
23 further alleged that, by marketing the Products as “Imported from Italy” and “extra virgin,”  
24 Defendant caused people to purchase the Products who would not otherwise have done so, and that  
25 the Products were sold at a higher retail price than they would have been sold without the  
26 misstatements.

27 5. GSLLP drafted and filed the Complaint and caused it to be served. Prior to doing so,

1 GSLLP spent time communicating with Plaintiff Koller concerning his claims, gathering his  
 2 documentation, and negotiating with him a retainer agreement. GSLLP also undertook extensive  
 3 pre-filing investigation, including without limitation, researching, tracking, and analyzing  
 4 Defendant's marketing, advertising, and product packaging, and reviewing Defendant's websites,  
 5 press releases, public filings, and online documents. GSLLP spent additional time analyzing Food  
 6 and Drug Administration ("FDA") regulations and Customs and Border Patrol ("CBP") regulations,  
 7 and the California Health and Safety Code. GSLLP also researched and analyzed related state  
 8 regulations. GSLLP also conducted research regarding potential federal preemption of Plaintiff's  
 9 claims. Throughout this litigation, GSLLP has continued to monitor, research, and review such  
 10 materials.

11       6.       GSLLP also negotiated a co-counsel arrangement with Tycko & Zavareei ("TZ"),  
 12 which had experience prosecuting similar olive oil litigation in the District of Columbia.  
 13 Throughout the litigation, GSLLP worked closely with TZ to formulate case strategy. Work was  
 14 divided between the firms to avoid duplication. Similarly, in connection with legal research and  
 15 brief writing, one firm was assigned to draft all (or certain sections) of a brief, while the other  
 16 provided only suggestions and edits.

17       7.       After filing the Complaint, Defendant filed a motion to dismiss and a request for  
 18 judicial notice. GSLLP reviewed Defendant's arguments and researched to draft the oppositions to  
 19 those motions, which were filed in August of 2014.

20       8.       Shortly thereafter, GSLLP prepared and filed an errata to the Complaint. Defendant  
 21 objected. In response, the Court removed Defendant's motion from the calendar and ordered  
 22 Plaintiff to file an amended complaint. GSLLP took the lead in revising the amended complaint,  
 23 which was filed in September 2014.

24       9.       Defendant again moved to dismiss and filed a request for judicial notice. GSLLP  
 25 contributed to the re-purposing and re-writing of the original opposition. I appeared and argued at  
 26 the hearing on these matters.

27       10.      GSLLP attended at several case management conferences, and drafted and filed

1 numerous case management statements for these events. GSLLP additionally participated in the  
 2 negotiation and preparation of numerous case management-related stipulations.

3       11. Because the case involved two different false advertising theories, litigation was  
 4 more complicated than the average consumer case. First, Plaintiff would be required to prove that  
 5 Defendant's "Imported from Italy" representation was unlawful and misleading; so doing required  
 6 discovery into such things as Defendant's olive oil sourcing practices, its advertising campaigns,  
 7 and its policies for complying with federal and state regulations. On the other hand, proving that  
 8 Defendant's olive oil was not truly extra virgin and/or that Defendant failed to take adequate steps  
 9 to ensure its olive oil was "extra virgin" would require a much different strategy. In addition to  
 10 needing discovery about consumer behavior and advertising, as well as Defendant's olive oil  
 11 production processes, including the harvesting and milling of olives, bottling methods, and shipping  
 12 and storage practices, Plaintiff needed information from both Defendant and external sources on  
 13 olive oil chemistry and industry practices. The damages analysis for each of the two theories  
 14 required different evidence as well.

15       12. Throughout the litigation, GSLLP consulted with various experts and third parties.  
 16 For example, GSLLP worked extensively with an expert and laboratory in Australia to test the olive  
 17 oil for quality, consulting them frequently about strategy at class certification and trial, discovery  
 18 responses, and other case management issues. GSLLP also regularly consulted with Colin Weir, an  
 19 economics expert, about damages methodologies. In addition, GSLLP regularly consulted with  
 20 other third parties to obtain information about the olive oil industry.

21       13. Throughout this case, GSLLP participated in the discovery efforts, including drafting  
 22 and serving discovery on Defendant and third parties. Because of the dual theories, discovery was  
 23 complicated and hard fought. Among other things, Plaintiff propounded one lengthy set of requests  
 24 for production and two sets of interrogatories. Defendants responded, often refusing to produce  
 25 basic categories of information and utilizing lengthy objections. Multiple rounds of meet and confer  
 26 efforts were required. GSLLP participated in all of these meet and confer calls, some of which were  
 27 more than two hours long.

1 14. GSLLP also led met-and-confer efforts with Defendant's counsel regarding other  
2 more general discovery matters, such as the retention of electronic documents, Defendant's searches  
3 for electronically stored information, the terms and scope of a stipulated protective order, and the  
4 timing of production.

5        15.      Defendant also served extensive discovery requests, including numerous document  
6 requests and interrogatories on Plaintiff. GSLLP participated in the drafting of these responses, and  
7 also spearheaded the efforts to gather documents and address concerns by Defendant in its meet and  
8 confer efforts.

9        16.      GSLLP also took part in briefing discovery disputes in this matter regarding the  
10 timing of discovery, Defendant's request to take foreign discovery from an Australian olive oil  
11 testing laboratory, and Plaintiff's request to take foreign discovery from Defendant's Italian olive  
12 oil suppliers. GSLLP travelled to and attended an in person meet and confer with Defendants in  
13 Los Angeles, and also attended an in person meet and confer with Defendants in San Francisco.  
14 GSLLP also prepared for and participated in a discovery conference in January 2017.

15        17. In total, over 100,000 pages of documents were produced in this case, and GSLLP  
16 assisted in the document review efforts in this case.

17        18.     GSLLP also took three depositions of Defendants' employees, who were designated  
18 as 30(b)(6) witnesses and who appeared in their individual capacities. GSLLP defended the  
19 deposition of Plaintiff. GSLLP defended the deposition of Plaintiff's expert on olive oil and  
20 Plaintiff's economics expert. GSLLP took the deposition of Defendant's economics expert, and  
21 assisted with the preparations for the deposition of Defendant's expert on olive oil.

22        19. After obtaining significant discovery from Defendant in this case, GSLLP took the  
23 lead role in research for, drafting, and filing Plaintiff's Motion for Class Certification, which was  
24 filed in October 2015. As part of this work, GSLLP helped to prepare lengthy declarations from  
25 Plaintiff's expert on olive oil quality and from Plaintiff's damages expert. GSLLP also prepared the  
26 Administrative Motion to File Under Seal. In the weeks that followed, GSLLP engaged in  
27 negotiations with Defendant as to Defendant's purported need for discovery to prepare its

1 opposition, the schedule for filing that opposition, and Defendant's plans to seek a stay of the  
 2 proceedings. In connection with these negotiations, in November 2015, GSLLP prepared a Status  
 3 Report to the Court and negotiated the language of Letter of Request to the Central Authority of  
 4 Australia in connection with Defendant's efforts to take discovery from the laboratory that Plaintiff  
 5 used to conduct the olive oil testing.

6 20. In late 2015, Defendant filed a motion to stay the case, asserting that it was necessary  
 7 to provide the Ninth Circuit an opportunity to hear three class certification-related cases. GSLLP  
 8 edited and filed an opposition to that motion. After the Court granted that motion in December  
 9 2016, GSLLP monitored the status of the cases before the Ninth Circuit.

10 21. In September 2016, GSLLP assisted with the drafting and filing of a motion to lift  
 11 the stay and prepared a reply. While the Court denied the motion, GSLLP continued to monitor the  
 12 status of the cases before the Ninth Circuit, and alerted the Court to the resolution of the matter of  
 13 *Briseno v. ConAgra Foods, Inc.*, 844 F3d 1121 (9th Cir.), in January 2017. At that point, the Court  
 14 lifted the stay.

15 22. GSLLP then negotiated a schedule with Defendant for the completion of class  
 16 certification briefing. In March 2017, Defendant filed its opposition, which included evidentiary  
 17 objections. GSLLP took the lead in drafting and filing the reply brief, as well as a new  
 18 administrative motion to seal. I appeared and argued at the hearing on this motion on April 13,  
 19 2018.

20 23. After the Court granted Plaintiff's Motion for Class Certification in August 2017,  
 21 Defendants filed a Rule 23(f) petition. GSLLP took the lead in researching, drafting, and filing the  
 22 opposition to that motion, which was denied in November 2017.

23 24. In September 2017, GSLLP also assisted in the preparation and filing of a motion for  
 24 partial summary judgment.

25 25. In the summer and fall of 2017, I am informed that TZ was contacted by numerous  
 26 other victims of Defendant's false advertising, including those in states other than California. Six of  
 27 these individuals retained TZ and GSLLP to represent them. TZ prepared a complaint for one of the

1 new plaintiffs, which GSLLP reviewed.

2       26. Throughout the litigation, the parties had been discussing settlement. In particular,  
 3 Seth Safier and I remained in regular communication with counsel for Defendant, frequently  
 4 discussing settlement options. Eventually, Defendant agreed to attend mediation. Thereafter, the  
 5 parties negotiated a tolling agreement on behalf of the other new plaintiffs. GSLLP assisted with  
 6 this process.

7       27. GSLLP attended an all day mediation in November 2017 before the Hon. Edward  
 8 Infante of JAMS, the former chief magistrate judge in the Northern District of California and an  
 9 experienced mediator. While an agreement was not reached that day, the parties continued to  
 10 negotiate, eventually reaching agreement in the weeks that followed.

11       28. After an agreement in principle was reached, GSLLP took the lead on negotiating  
 12 and drafting the Settlement Agreement along with corresponding documents, including claim forms,  
 13 summary notice, and long form notice.

14       29. Because the parties were able to arrive at a nationwide settlement, GSLLP assisted  
 15 with the drafting and filing of a Second Amended Complaint in this matter, which asserted  
 16 nationwide claims consistent with the nationwide settlement class contemplated by the Settlement  
 17 Agreement.

18       30. In late January 2018, the Ninth Circuit issued its decision in *In re Hyundai and Kia*  
 19 *Fuel Economy Litigation*, 881 F.3d 679 (9th Cir. 2018), which imposed heightened standards on the  
 20 certification of nationwide settlement classes. In response, GSLLP engaged in extensive research  
 21 and analysis on the various consumer protection laws and common laws of all fifty states and the  
 22 District of Columbia to determine which causes of action could be certified on a nationwide basis  
 23 and to ensure that all settlement class members were adequately represented.

24       31. After the parties entered into the Settlement Agreement, GSLLP participated in the  
 25 drafting and filing of the motion for preliminary approval of the settlement and its supporting  
 26 documents. In connection with this work, GSLLP took the lead on preparing summaries of its  
 27 research on the various consumer protection laws, submitted as appendices to that motion. (Dkt.

1 #144.) GSLLP also negotiated a stipulation on the filing of the Second Amended Complaint.  
 2 Finally, GSLLP prepared the proposed order on preliminary approval, which this Court entered on  
 3 April 24, 2018.

4       32. After filing the motion for preliminary approval of the settlement, GSLLP supervised  
 5 the work of the claims administrator in this matter. For example, my colleagues and I tested the  
 6 operation of the settlement website, and my associate and I have corresponded with the claims  
 7 administrator regarding the notice and claims process, including regarding inquiries from class  
 8 members. GSLLP will continue to participate in these efforts throughout and following the claims  
 9 process.

10       33. GSLLP also participated in the drafting and filing of the instant motion for final  
 11 approval of the settlement, and I will appear at the hearing on that motion.

12       34. Should any objections to the settlement be filed prior to the hearing on final  
 13 approval, GSLLP will assist in the research and response to those objections by, if necessary, filing  
 14 oppositions to them and/or a reply memorandum in support of the motion for final approval of the  
 15 settlement.

16       35. After engaging in all of the aforementioned tasks, as a partner with GSLLP, I am in a  
 17 unique position to evaluate this Settlement. Indeed, in advising the Representative Plaintiff whether  
 18 or not to enter into the Settlement Agreement, I was very cognizant of the risks involved in  
 19 protracted litigation. I was also cognizant of Defendant's size and financial resources.

20       36. When considering the risks and costs associated with proceeding to trial against the  
 21 nature of the benefit that was being offered by Defendant, it was clear that the Settlement is in the  
 22 best interests of the class. Indeed, with this Settlement, Plaintiff has achieved his desired goal in this  
 23 litigation—i.e., obtaining for class members cash refunds and changes to Defendant's labeling  
 24 practices. Based on my evaluation of the facts and legal issues presented, I believe that the  
 25 settlement is fair, adequate, and reasonable. Indeed, I believe this is an excellent settlement.

26       37. Plaintiff Koller is requesting an incentive award of \$5,000. Plaintiff Koller took on  
 27 the risk of the possibility of bearing Defendant's costs in a losing effort. He worked with counsel to

1 provide information and respond to discovery throughout the litigation. Koller conducted searches  
 2 of his records. He also spent a good deal of time preparing for and being deposed. He is also  
 3 entering into a broader release.

4 38. The six other Plaintiffs, Carolyn Bissonnette, Cece Castoro, Diane Gibbs, Darlene  
 5 Williams, Robert Glidewell, and Stephen Freiman, are requesting incentive awards of \$1,000 to  
 6 compensate them for representing absent class members and executing a broader release.

7 39. Plaintiff has been actively involved in the litigation prior to and after this Settlement. In  
 8 my opinion, Plaintiff's participation in this litigation has been exemplary.

9 **B. The Risks Borne By GSLLP.**

10 40. In accepting this case, GSLLP bore considerable risk. GSLLP took this case on a fully  
 11 contingent basis, meaning that we were not paid for any of our time, and that we paid all costs and  
 12 out of pocket expenses without any reimbursement to date. From the outset, GSLLP recognized that  
 13 it would be contributing a substantial amount of time and advancing significant costs in prosecuting  
 14 a nationwide class action, with no guarantee of compensation or recovery, in the hopes of prevailing  
 15 against a well-funded defense. During the course of the litigation, GSLLP turned away other cases  
 16 due to its involvement with this matter. Among these were cases that were subsequently filed by  
 17 other firms.

18 41. Because Defendant was represented by a large, highly-skilled and well-resourced  
 19 litigation firm, there was increased risk that Plaintiffs would receive a verdict for the Defense after a  
 20 prolonged trial.

21 **C. Lodestar and Expenses for GSLLP**

22 42. A true and correct copy of the firm resume of GSLLP was submitted in connection with  
 23 the motion for preliminary approval.

24 43. GSLLP has worked on two other matters related to olive oil marketing practices that  
 25 contain allegations similar to those in this case. GSLLP has maintained separate billing records for  
 26 this case under the case name "Defendant" and for each of the two other cases. In addition, because

1 certain tasks in the three matters have sometimes overlapped, GSLLP has maintained separate  
 2 billing records under the case name “OliveOil” for general work performed related to all three  
 3 matters. With respect to the “OliveOil” work, GSLLP is only seeking to recover for one-third of the  
 4 total of 374.3 hours, or 124.8 hours of time.

5       44. Based on the time records of GSLLP as described in the preceding paragraph, GSLLP  
 6 has spent approximately 1968 hours prosecuting this litigation through May 31, 2018.<sup>1</sup> The total  
 7 number of hours billed, as well as the lodestar computed at our 2018 rates, is as shown in the  
 8 following table:

Timekeeper (Defendant)	Hours	Hours (1/3 of OliveOil)	Total Hours	Rate	Total
Adam J. Gutride	321.2	52.9	374.1	\$975	\$364,715.00
Seth A. Safier	404.3	45.6	449.9	\$950	\$427,405.00
Kristen Simplicio	924.0	5.8	929.8	\$800	\$743,813.33
Marie McCrary	46.5	0.1	46.6	\$850	\$39,581.67
Matt McCrary	125.4		125.4	\$775	\$97,185.00
Todd Kennedy		20.5	20.5	\$850	\$17,396.67
Anthony Patek	6.1		6.1	\$800	\$3,240.00
Ashley Garcia	16.2		16.2	\$200	\$4,880.00
<b>TOTAL</b>	1827.5	124.8	1952.3		<b>\$1,698,216.67</b>

23       45. The hourly rates shown for the attorneys at GSLLP are the same as the regular rates  
 24 charged in 2018. The persons shown above are all attorneys, except for Ashley Garcia who is a  
 25  
 26

27 <sup>1</sup> Time for January 2017 has not yet been entered by some timekeepers, so January time is omitted  
 28 from these totals. GSLLP will update its lodestar and costs in a reply declaration, as necessary.

legal assistant.

46. On March 16, 2018, Judge Winifred Smith of the Alameda County Superior Court approved our regular 2017 billing rates of \$950 for me, \$925 for Seth Safier, \$775 for Kristen Simplicio, \$750 for Marie McCrary, and \$725 for Matt McCrary, in a similar olive oil labeling matter, *Kumar v. Safeway, Inc.*, Case No. RG 14726707. These rates 2017 rates were also approved on July 7, 2017 by Judge Gonzales Rogers in the third olive oil labeling matter handled by GSLLP, *Kumar v. Salov North America Corp.*, Case No. 14-cv-2411 (N.D.Cal.). On December 5, 2017, Judge Claudia Wilken approved GSLLP's 2017 rates in *Rainbow Business Solutions v. MBF Leasing*, Case No. 10-cv-1993 (N.D.Cal.). On February 24, 2016, Judge Peter Kirwan of the Santa Clara County Superior Court approved rates GSLLP's 2015 rates of \$825 for me and \$800 for Seth Safier in *Mackinnon v. IMVU, Inc.* Case No. 111 CV 193767.

47. I am a 1994 graduate from Yale Law School. Seth Safier is a 1998 graduate from Harvard Law School. Ms. Simplicio is 2007 graduate of the American University, Washington College of Law. Ms. McCrary is a 2008 graduate of New York University Law School. Mr. McCrary is a 2009 graduate of University of Texas at Austin Law School. Mr. Kennedy is a 2003 graduate of Yale Law School. Mr. Patek is a 2003 graduate of the UC Berkeley Boalt School of Law.

48. I and Mr. Safier were previously attorneys at the law firm of Orrick Herrington & Sutcliffe. It is my understanding that attorneys at that firms in the litigation departments, with the same number of years of experience as myself and Mr. Safier are currently billing at hourly rates in excess of \$1000 for law school graduates from 1994 and 1998. Similarly, the billing rates of Mr. McCrary, Ms. McCrary, Mr. Patek and Mr. Kennedy would all be higher had they remained at their prior firms, which include Quinn Emanuel, Cooley, and Baker & Mckenzie. I believe that my firm's hourly rates are below market for attorneys with similar backgrounds and experience

49. Expenses are accounted for and billed separately and are not duplicated in my professional billing rate. GSLLP has not received reimbursement for expenses incurred in connection with this litigation. As of May 31, 2018, my firm incurred a total of \$99,528.84 in

1 unreimbursed actual third-party expenses in connection with the prosecution of these cases. The  
 2 actual expenses incurred in the prosecution of these cases are reflected on the computerized  
 3 accounting records of my firm prepared by bookkeeping staff, based on receipts and check records,  
 4 and accurately reflect all actual expenses incurred. Some of the expenses included below are known  
 5 to us but yet to be invoiced or have been invoiced but not yet paid. The expenses that have yet to be  
 6 invoiced, for example, include expenses for courtesy copies of this Motion and expenses associated  
 7 with traveling to the final approval hearing and are estimated based on my experience. A complete  
 8 breakdown of all expenses is attached as Exhibit A. To summarize, the expenses are as follows:

Expense Category	Amount
Arbitrators/Mediators (E121)	7450.00
Court Fees (E112)	400.00
Delivery Services & Messengers (E107)	3,508.53
Deposition Transcripts (E115)	11,446.80
Experts (E119)	48,803.69
Litigation Support Vendors (E118)	16,197.89
Local Travel (E109) <sup>2</sup>	493.79
Meals (E111)	1,277.11
Online Research (E106)	370.02
Other (E124) <sup>3</sup>	2780.31
Out-of-Town Travel (E110)	5,347.93
Outside Printing (E102)	770.57
Postage (E108)	682.20
<b>TOTAL</b>	<b>99,528.84</b>

25 <sup>2</sup> Includes taxis, and parking, tolls, and mileage for automobiles owned by GSLLP timekeepers.

26 <sup>3</sup> This category includes expenses for the purchases of products to test, CourtCall fees, and notice  
 27 and advertising to class members.

**D. Plaintiffs' Counsel Continuing Obligations to Class Members**

2       50. Following this Court granting preliminary approval to the Settlement, Class Counsel  
3 established standardized procedures to ensure that all inquiries from Class Members were timely  
4 and accurately handled. I am not aware of any feedback from class members that would suggest that  
5 the process is onerous or complicated. Class Counsel also worked the Claim Administrator to assure  
6 that settlement website functioned properly, was easy to use and properly designed. Class Counsel  
7 also worked with the Claims Administrator to assure that notice was disseminated in accordance  
8 with the terms of the Settlement Agreement. I received weekly updates from the Claims  
9 Administrator regarding the administration of the settlement. GSLLP will continue in this capacity  
10 should the settlement be finally approved. GSLLP will prepare for and appear at the fairness  
11 hearing. If the settlement is approved and fees awarded, GSLLP also will oppose any appeals that  
12 may be filed. Based on my experience with class actions, I additionally anticipate that there will be  
13 another 50-75 hours of work before this Litigation is entirely complete and an estimated 175-250  
14 hours if this Court's judgment is appealed.

15 This declaration was executed this 28th day of June, at Berkeley, California. I state the  
16 foregoing under penalty of perjury under the laws of the United States.

/s/ Adam J. Gutride  
Adam J. Gutride, Esq.

# **EXHIBIT A**

		Deoleo	Date Paid		
<b>Ordinary Income/Expense</b>					
<b>Expense</b>					
	<b>Arbitrators/Mediators (E121)</b>	7,450.00			
		10/10/17	JAMS		7,450.00
	<b>Court Fees (E112)</b>	400.00			
		5/23/14	US District Court	Filing fee	400.00
	<b>Delivery Svcs &amp; Msgrs (E107)</b>	3,508.53			
		3/6/14	Fedex Kinkos	Shipment of olive oil for testing	397.62
		6/12/14	S&R Services	Summons, Complaint svd on Med Foods	120.00
		6/13/14	S&R Services	Summons, Complaint served on Deoleo	45.00
		9/16/14	S&R Services	Chambers Copy, Judge Seeborg, First Amended Complaint	45.00
		10/7/14	S&R Services	Chambers Copy, Judge Seeborg, change of address	65.00
		10/13/14	S&R Services	Chambers Copy Judge Seeborg, opposition to motion to dismiss	45.00
		10/29/14	A and A Legal Service	Service of Subpoenas on Third Party Retailers	89.00
		10/29/14	A and A Legal Service	Service of Subpoenas on Third Party Retailers	656.00
		10/29/14	A and A Legal Service	Service of Subpoenas on Third Party Retailers	937.00
		10/29/14	A and A Legal Service	Service of Subpoenas on Third Party Retailers	158.00
		5/1/15	A and A Legal Service	Service of Subpoenas on Data Brokers	229.25
		11/3/15	Lone Star Legal LLC	Chamber's Copies, USDC, San Francisco (motion for class certification)	229.02
		1/4/17	S&R Services	Chamber's Copy for Judge Seeborg (statement of recent decision)	50.00
		1/30/17	S&R Services	Chamber's Copy for Judge Spero (discovery dispute letter)	50.00
		4/5/17	Lone Star Legal LLC	USDC, SF (class cert reply)	150.64
		9/21/17	S&R Services	Court Copy Jdg Seeborg, motion for summary judgment	50.00
		11/2/17	S&R Services	Deoleo Mediation Stmt, Deliver to Jdg Infante	70.00
		4/5/18	S&R Services	Chamber's Copy to Judge Seeborg - Prelim Approval Motion	122.00
					3,508.53
	<b>Deposition Transcripts (E115)</b>	11,446.80			
		12/29/15	Nogara Reporting Service	7/21/15 - Margarita Rogers	1,656.44
		12/29/15	Nogara Reporting Service	7/22/15 - Mary Roy	1,748.69
		12/29/15	Nogara Reporting Service	7/23/15 - Gene Russell	1,609.16
		12/30/15	Harmonic Videographer	8/31/15 - Rogers, Roy, & Russell	1,262.00
		12/30/15	Elance Videographer	6/16/15 - Sylvia Donnini & Carlos Jimenez Ot in Spain	350.00
		4/28/16	Esquire Deposition Solutions	1/13/16 - Colin B. Weir	1,420.95
		2/5/16	Esquire Deposition Solutions	2/5/16 - Rodney Mailer, Ph.D.	1,132.10
		3/17/17	Dean Markham	Ugone Deposition Video	425.00
		4/5/17	Veritext	4/5/17 - Depo of Keith Ugone	1,842.46
					11,446.80
	<b>Experts (E119)</b>	48,803.69			
		5/1/14	Australian Oils Research	Olive Oil Expert	801.08
		10/29/15	Australian Oils Research	Olive Oil Expert	5,181.11
		11/7/15	Economics and Technology Inc.	Damages Expert	8,833.33
		12/8/15	Australian Oils Research	Olive Oil Expert	6,750.00
		3/1/16	Economics and Technology Inc.	Damages Expert	4,531.25
		3/1/16	Economics and Technology Inc.	Damages Expert	1,050.00
		3/7/16	Australian Oils Research	Olive Oil Expert	7,992.92
		3/21/16	Australian Oils Research	Olive Oil Expert	285.00
		4/5/17	Economics and Technology Inc.	Damages Expert	12,875.00
		5/26/17	Australian Oils Research	Olive Oil Expert	504.00
					48,803.69
	<b>Litigation Sup Vendors (E118)</b>	16,197.89			
			Logik Systems	Data Management - 3/15-11/17	14,452.08
		12/12/17	CS Disco	Data Management - 11/17 - 2/18	600.00
		2/2/18	CS Disco	Data Management	483.41
		4/4/18	CS Disco	Data Management	89.83
		4/9/18	CS Disco	Data Management	95.61
		6/2/18	CS Disco	Data Management	476.96
					16,197.89
	<b>Local Travel (E109)</b>	493.79			
		2/25/14	Mileage - 200 miles		112.00
		9/8/14	Uber	local meeting	10.54
		9/8/14	Uber	local meeting	13.36
		12/18/14	CCSF MTA Civic Cntr Garage	Parking	5.92
		12/30/14	Total Mileage - 2014	Gutride	8.40
		1/16/15	CCSF MTA Civic Cntr Garage	Parking - motion to dismiss hearing	1.25

			Deoleo	Date Paid			
				1/16/15	CCSF MTA Civic Cntr Garage	Parking - motion to dismiss hearing	2.00
				4/10/15	SFMTA Civic Center	Parking - discovery conference	4.50
				5/13/15	Uber	local meeting	6.10
				5/14/15	Sutter Stockton Garage	Parking - local meeting	23.50
				6/4/15	Ampco Parking	Parking - local meeting	15.50
				8/12/15	CCSF MTA Civic Cntr Garage	Parking - local meeting	0.25
				1/25/16	Sutter Stockton Garage	Parking - local meeting	8.25
				12/31/16	Total Mileage - 2016	Gutride	16.20
				2/27/17	CCSF Meter	local meeting	2.50
				4/13/17	SFMTA Civic Center	Parking - class cert hearing	11.00
				10/20/17	CCSF Meter	Parking - local meeting	8.00
				11/6/17	Impark	Parking - mediation	18.00
				11/6/17	Uber	mediation	26.05
				11/6/17	Uber	mediation	28.87
				11/7/17	Scott Koller	Mediation expense reimbursement	150.20
				12/30/17	Mileage	A. Gutride 2017 Mileage	21.40
							493.79
	<b>Meals (E111)</b>			<b>1,277.11</b>			
				2/25/14	Vic Stewart's, Brentwood	Meeting with Plaintiff	109.41
				4/30/14	4Fourteen	Meeting with Expert	25.78
				10/14/14	Tadich Grill	Local Meeting	47.51
				1/17/15	The Cavalier	Local Meeting	241.88
				5/13/15	Vic Stewart's	Meeting with Plaintiff	75.20
				5/14/15	Peet's Coffee/Tea	Local Meeting	3.55
				5/14/15	Tadich Grill	Local Meeting	102.40
				7/21/15	Flame Broiler	30(b)(6) Deposition Expense	20.98
				7/21/15	Caffe Primo	30(b)(6) Deposition Expense	2.50
				7/21/15	Lemonade	30(b)(6) Deposition Expense	25.62
				7/21/15	Flame Broiler	30(b)(6) Deposition Expense	2.45
				7/21/15	Subway	30(b)(6) Deposition Expense	7.52
				7/21/15	Sarku Japan	30(b)(6) Deposition Expense	14.43
				7/22/15	Coffee Bean	30(b)(6) Deposition Expense	4.98
				7/22/15	Lemonade - Downtown LA	30(b)(6) Deposition Expense	16.26
				7/23/15	T1 Urban Market	30(b)(6) Deposition Expense	11.99
				7/23/15	Baco Mercat	30(b)(6) Deposition Expense	35.52
				7/23/15	KCS Mediterranean Grill	30(b)(6) Deposition Expense	10.36
				7/23/15	KCS Mediterranean Grill	30(b)(6) Deposition Expense	5.45
				11/16/15	Lemonade - Downtown LA	Meet & Confer, LA	20.80
				11/16/15	Terminal 1 Station	Meet & Confer, LA	9.37
				11/17/15	Fung Lum Express	Meet & Confer, LA	42.33
				1/25/16	Tadich Grill	Meeting with Expert	61.09
				1/26/16	Café Claude	Meeting with Expert	47.72
				1/27/16	Hyatt Hotels, SFO	Meeting with Expert	12.79
				3/16/17	18th & Vine	Ugone Deposition Expense	61.96
				3/17/17	Artisan Market	Ugone Deposition Expense	17.51
				3/17/17	Fairmont Hotel	Ugone Deposition Expense	23.00
				3/17/17	Corner Bakery	Ugone Deposition Expense	10.06
				11/5/17	Wood Tavern	Local Meeting	175.65
				11/6/17	Peet's	Mediation Expense	7.94
				11/6/17	Royal Exchange	Mediation Expense	23.10
							1,277.11
	<b>Online Research (E106)</b>			<b>370.02</b>			<b>370.02</b>
	<b>Other (E124)</b>			<b>2,780.31</b>			
				2/25/14	Bryan's	Product for testing	49.08
				2/25/14	Wal-Mart	Product for testing	6.64
				2/25/14	Safeway	Product for Testing	12.49
				2/25/14	Safeway	Product for Testing	6.99
				2/27/14	Smart N Final	Product for Testing	33.77
				2/27/14	Safeway	Product for Testing	80.62
				9/11/14	Amazon Services - Kindle	Simplicio - research	3.33
				1/20/15	Court Call	Discover Conference Hearing Appearance	30.00
				1/20/15	Court Call	Discover Conference Hearing Appearance	30.00
				1/20/15	Court Call	Discover Conference Hearing Appearance	30.00
				2/18/15	Cal-Mart Super	Product for testing	19.03
				5/13/15	Foodsc	Product for testing	6.99
				6/22/15	Skype.com	Gutride, calls with Rod Mailer	10.00
				7/25/15	Ralph's	Product for testing	21.17
				7/31/15	Safeway	Product for testing	26.20
				8/30/15	Skype.com	Gutride, calls with Rod Mailer	10.00
				12/8/15	First Republic	wire fee	35.00
				2/13/17	Court Call	Court Call	37.00
				2/13/17	Court Call	Gutride, Hearing Appearance	37.00
				2/25/17	Skype.com	Gutride, calls with Rod Mailer	10.00
				5/26/17	First Republic	wire fee	35.00
				7/17/17	Top Class Actions	Simplicio - advertising	2,250.00
							2,780.31
	<b>Out-of-Town Travel (E110)</b>			<b>5,347.93</b>			
				4/3/14	AirBnb	Gutride, Meeting with R. Mailer	443.33
				4/3/14	Ivisa Services	Gutride, Meeting with R. Mailer	6.17
				4/24/14	Adina Apartment Hotel, Sydney	Gutride, Meeting with R. Mailer	84.18
				4/28/14	Katoomba C/Rail	Gutride, Meeting with R. Mailer	5.32

			Deoleo	Date Paid				
				5/2/14	Uber	Gutride, Meeting with R. Mailer	13.09	
				5/15/15	Scott Koller	Deposition Expense Reimbursement	107.50	
				7/9/15	Southwest Airlines	Travel - 30(b)(6) Depositions	385.00	
				7/22/15	Bell Cab Management	Travel - 30(b)(6) Depositions	55.50	
				7/23/15	Milpitas Cab	Travel - 30(b)(6) Depositions	85.00	
				7/23/15	The Downtown Standard	Accomodations - 30(b)(6) Depositions	787.14	
				7/24/15	The Downtown Standard	Accomodations - 30(b)(6) Depositions	1,026.49	
				7/24/15	The Downtown Standard	Accomodations - 30(b)(6) Depositions	26.89	
				7/24/15	United Independent Taxi	Travel - 30(b)(6) Depositions	55.00	
				11/16/15	LAXShuttleTix.com	Travel - 30(b)(6) Depositions	8.00	
				11/17/15	SFO Parking	Travel - meet & confer in LA	18.00	
				11/17/15	Uber	Travel - meet & confer in LA	25.14	
						Deposition Expense Reimbursement (Weir Depositions)		
				1/5/16	Matt McCrary		197.80	
				1/30/16	Taj Hotel	Accomodations - Mailer Deposition	1,066.77	
				2/22/17	Southwest Airlines	Travel - Ugone Deposition	225.94	
				3/15/17	Fairmont Hotel	Travel - Ugone Deposition	223.60	
				3/16/17	Lyft	Travel - Ugone Deposition	7.26	
				3/16/17	Lyft	Travel - Ugone Deposition	25.31	
				3/16/17	Lyft	Travel - Ugone Deposition	14.44	
				3/16/17	Jet Blue	Travel - Ugone Deposition	25.00	
				3/17/17	Uber	Travel - Ugone Deposition	55.26	
				3/17/17	Lyft	Travel - Ugone Deposition	6.29	
				3/17/17	Lyft	Travel - meet & confer in LA	29.65	
				3/17/17	Jet Blue	Travel - Ugone Deposition	7.00	
				11/9/17	Claremont Hotel & Spa	Lodging for Plaintiff for mediation	331.86	
							5,347.93	
	<b>Outside Printing (E102)</b>			770.57				
				2/28/14	Office Max		61.37	
				7/10/15	Staples		238.46	
				7/20/15	Copy Cove of La Jolla Inc		96.70	
				7/21/15	Fedex Kinkos		85.93	
				7/21/15	Fedex Kinkos		56.83	
				7/22/15	Fedex Kinkos		31.26	
				7/22/15	Fedex Kinkos		24.80	
				7/22/15	Fedex Kinkos		48.45	
				7/23/15	Fedex Kinkos		28.45	
				3/16/17	Hotel Business Center		37.20	
				3/16/17	Hotel Business Center		57.71	
				3/16/17	Hotel Business Center		3.41	
							770.57	
	<b>Postage (E108)</b>			682.20				
				5/27/14	USPS		5.17	
				5/29/14	USPS		13.61	
				8/11/15	Fedex Kinkos	Shipping of products to test	198.82	
				12/30/15	Fedex	Shipping of products to test	457.19	
				4/11/18	USPS		7.41	
							682.20	
	<b>Total Expense</b>			99,528.84				